



Materials on Contracts

John Swan
Barry J. Reiter
Ernest J. Weinrib

1977
Edition

Volume 4

These materials are for use by students in the Faculty of Law, University of Toronto, and by students in other universities to which these materials have been distributed. The materials are not otherwise for publication or commercial sale. All rights reserved.



Digitized by the Internet Archive
in 2018 with funding from
University of Toronto

<https://archive.org/details/materialsoncontr04swan>

Materials on Contracts

John Swan
Barry J. Reiter
Ernest J. Weinrib

1977
Edition

Volume 4

These materials are for use by students in the Faculty of Law, University of Toronto, and by students in other universities to which these materials have been distributed. The materials are not otherwise for publication or commercial sale. All rights reserved.

Table of Contents

Chapter 6. The Control of Contract Power

1. Introduction	1066
Renner. The Institutions of Private Law and Their Social Function; Introduction by O. Kahn-Freund	1067
Note	1094
Kessler. Contracts of Adhesion--Some Thoughts About Freedom of Contract	1096
MacNeil, Contracts, pp. 281-283	1107
Harold C. Havighurst, The Nature of Private Contract, pp. 113-118	1110
2. The Parol Evidence Rule	
Corbin On Contracts	1122
Hawrish v. Bank of Montreal	1127
Zell v. American Seating Co.	1131
Questions	1142
Ferland v. Keith and Bowerbank and Lindley Motors (Hamilton) Ltd.	1143
J. Evans & Son (Portsmouth) Ltd. v. Andrea Merzario Ltd.	1151
Questions	1154
3. Standard Form Contracts	
(a) The "Ticket" Cases	
Note	1155
Parker v. The South Eastern Railway Co.	1156
Questions	1163
Note	1164
Heffron v. Imperial Parking Co. et al.	1166
Thornton v. Shoe Lane Parking	1175
Questions and Problems	1177
(b) Signed Contracts	
(i) The Problem in the Courts	
A. Introduction	1179
B. The Problem Outlined	1183
Yeoman Credit v. Apps	1183
Canadian-Dominion Leasing Corp. Ltd. v. Suburban Superdrug Ltd.	1188

Suisse Atlantique Societe D'Armement Maritime S.A.	
v. N.V. Rotterdamsche Kilen Centrale	1194
Questions	1211
Harbutt's Plasticine v. Wayne Tank Co. Ltd.	1213
Questions	1220
Linton v. C.N.R.	1222
Questions	1232
Toepfer v. Continental Grain	1233
Questions	1235
Penalties and Forfeitures	12 37
Kemble v. Farren	1238
Shatilla v. Feinstein	1239
H. F. Clarke Ltd. v. Thermidaire Corp. Ltd.	1245
Questions	1256
Stockloser v. Johnson	1257
Gisvold v. Hill	1265
Questions and Problems	1270
Llewellyn, The Common Law Tradition	1272
Gillespie Brothers v. Roy Bowles	1280
McCutcheon v. David MacBrayne, Ltd.	1286
Questions	1291
British Crane Hire Corporation Ltd. v. Ipswich Plant Hire Ltd.	1292
Problem	1295
Henningsen v. Bloomfield Motors, Inc.	1296
Questions	1304
Note	1305
Scruttons v. Midland Silicones Ltd.	1305
Shaw v. D.P.P.	1316
Questions	1317
The New Zealand Shipping Co. Ltd. v. A.M. Satterthwaite & Co. Ltd.	1318
Note	1330
Unconscionability	1331
Marshall v. Canada Permanent Trust Co.	1332
Mundinger v. Mundinger	1336
Lloyds Bank v. Bundy	1340
Questions	1349
McKenzie v. Bank of Montreal	1350
Gallagher Switchboard Corp. v. Heckler Electric	1361
Esso Petroleum Co. Ltd. v. Harper's Garage (Stour- port) Ltd.	1364
Sherk v. Horwitz	1374
Questions	1378
Schroeder v. Macaulay	1379

Questions	1385
-----------------	------

(ii) The Legislative Response

Note	1386
Motor Vehicle Dealers Act	1386
Re Registrar of Used Car Dealers and Rowe Motors Ltd..	1389
Used Car Dealers Act, s.19	1389
The Business Practices Act	1394
Combines Investigation Act	1396
Motor Vehicle Dealers Act Regulations	1400
Consumer Protection Act	1402
Unconscionable Transactions Relief Act	1406
Collins v. Forest Hill Investment Corp. Ltd.	1408
Note	1412
§2-302. Unconscionable Contract or Clause	1413
Note	1414